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MAY 12 2008

Richard W. Wieking
Clerk, U.S. District Court
Northern District of California
San Jose

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JCS

Adobe Systems Incorporated,

Plaintiff,

v.

Guy Vinette, Matthew Sanchez and Does 1 – 10,
inclusive,

Defendants.

Case No. 08-02430

COMPLAINT FOR COPYRIGHT
INFRINGEMENT AND TRADEMARK
INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

I. Introduction

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "gmdiscount87" and, on information and belief, other aliases, have made, offered for sale, sold, and distributed unauthorized copies of

COPY

1 Adobe software (the "Unauthorized Software Product") including at least Adobe Photoshop CS2
2 (the "Adobe Software") and likely other products. Additional Doe defendants – whose identities
3 will be determined in discovery – support, assist, supervise and/or supply Defendants in these
4 illegal activities. Adobe owns registered United States copyrights and trademarks including but not
5 limited to the foregoing product and its associated marks.

6 4. Defendants' activities constitute willful copyright infringement and willful
7 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the
8 "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the
9 "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and
10 attorneys' fees.

11 **II. Jurisdiction and Venue**

12 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28
13 U.S.C. § 1331 and § 1338(a).

14 6. The events giving rise to the claims alleged herein occurred, among other places,
15 within this judicial district. Venue in the Northern District of California is proper pursuant to 28
16 U.S.C. § 1391(b) and § 1400(a).

17 **III. The Parties**

18 **A. Plaintiff Adobe and Its Products**

19 7. Adobe is a corporation duly organized and existing under the laws of the State of
20 Delaware, having its principal place of business in San Jose, California.

21 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive
22 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software
23 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*
24 *Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-
25 exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's
26 Copyrights").

27 9. Products manufactured and sold by Adobe bear Adobe's trademarks, including
28 without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,
ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER
and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's
Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

13 **B. Defendants**

14 12. Defendant Guy Vinette ("Vinette") is an individual. Adobe is informed and
15 believes that Vinette is a resident of Niagara Falls, New York. Vinette does business under the
16 eBay user ID "gmdiscount87". Other aliases or eBay user IDs will be determined in discovery.
17 Vinette, through his online identity or identities, does business in California through sales and
18 distribution of the Unauthorized Software Product in the State of California, among other places.

19 13. Defendant Matthew Sanchez ("Sanchez") is an individual. Adobe is informed and
20 believes that Sanchez is a resident of Niagara Falls, New York. Sanchez does business under the
21 eBay user ID "gmdiscount87". Other aliases or eBay user IDs will be determined in discovery.
22 Sanchez, through his online identity or identities, does business in California through sales and
23 distribution of the Unauthorized Software Product in the State of California, among other places.

24 14. Upon information and belief, Does 1 – 10 are either entities or individuals who are
25 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
26 supervisory employees, or suppliers of one or other of the named defendants or other entities or
27 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
28 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
to include the names of such individuals when identified. Vinette, Sanchez and Does 1 – 10 are
collectively referred to herein as "Defendants."

1 **IV. Defendants' Infringing Activities**

2 15. Defendants use, among other things, the Internet auction site known as eBay to sell
3 and distribute products, including pirated copies of software, to consumers. At any given time,
4 there are millions of items listed on eBay for bid or purchase by its more than one hundred million
5 (100,000,000) registered users. Buyers have the option to purchase items in an auction-style
6 format or items can be purchased at a fixed price through a feature called Buy it Now. Through the
7 eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or
8 negative "feedback" or comments on their purchase and sale experience. While feedback can give
9 some indication of sales volume, actual sales may far exceed the number of feedback entries a
seller receives.

10 16. Among Defendants' products offered for sale and sold on eBay, and distributed to
11 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
12 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
13 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
its software, period.

14 17. Defendants also use images confusingly similar or identical to Adobe's Trademarks,
15 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of
16 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
17 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after
18 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and
19 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
Defendants' use of the Adobe Trademarks.

20 18. Defendants have, through over a thousand sales, obtained a substantial "feedback
21 rating" through the eBay feedback system. This feedback rating, obtained essentially through
22 Defendants' illegal activities, may further confuse consumers and aid in even wider distribution of
23 unauthorized copies of the Adobe Software

24 19. Defendants' actions have confused and deceived, or threatened to confuse and
25 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of
26 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
27 Defendants have traded upon and diminished Adobe's goodwill.
28

FIRST CLAIM FOR RELIEF

(For Copyright Infringement)

20. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 19, inclusive, as though set forth herein in full.

21. As alleged herein, Defendants' activities infringe valid and effective copyrights registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants' infringement was willful.

22. Adobe has suffered and continues to suffer direct and actual damages as a result of Defendants' infringing conduct. The full extent of such damages, including profits by Defendants, will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of Adobe's Copyrights infringed, as an alternative to actual damages and profits.

23. Adobe has no other adequate remedy at law and has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court, Defendants' infringing activity will continue, with attendant irreparable harm to Adobe. Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

24. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys' fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF

(For Trademark Infringement)

25. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 19, inclusive, as though set forth herein in full.

26. Defendants' manufacture, importation, advertisement, display, promotion, marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software is likely to cause confusion or to cause mistake or to deceive the relevant public and trade regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's Trademarks on the Unauthorized Software Product in the same type of goods made, imported and sold by or under authority of Adobe.

1 27. Defendants, and each of them, acted with knowledge of the federally registered
 2 trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with
 3 intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the
 4 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or
 5 endorsed by Adobe.

6 28. Adobe has suffered and continues to suffer irreparable harm and damage as a result
 7 of Defendants' acts of trademark infringement in amounts thus far not determined but within the
 8 jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In
 9 order to determine the full extent of such damages, including such profits as may be recoverable
 10 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
 11 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
 12 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
 13 pursuant to 15 U.S.C. § 1117 (c).

14 29. Adobe has no other adequate remedy at law and has suffered and continues to suffer
 15 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
 16 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
 17 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
 18 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

19 30. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
 20 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
 21 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
 22 1117 (c).

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Adobe asks this Court to order:

25 A. That Defendants, their agents, servants, employees, representatives, successor and
 26 assigns, and all persons, firms, corporations or other entities in active concert or participation with
 27 any of said Defendants, be immediately and permanently enjoined from:

- 28 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
 including generally, but not limited to, reproduction, manufacture, importation,
 distribution, advertising, selling and/or offering for sale any merchandise which
 infringes said Adobe's Intellectual Properties, and, specifically:

- 1 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
2 offering for sale the Unauthorized Software Product or any other unauthorized products
3 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
4 substantial similarity to any of Adobe's Intellectual Properties;
- 5 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
6 offering for sale in connection thereto any unauthorized promotional materials, labels,
7 packaging or containers which picture, reproduce, copy or use the likenesses of or bear
8 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 9 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
10 mislead or deceive purchasers, Defendants' customers and/or members of the public to
11 believe the actions of Defendants, the products sold by Defendants, or Defendants
12 themselves are connected with Adobe, are sponsored, approved or licensed by Adobe,
13 or are in some way affiliated with Adobe;
- 14 5) Affixing, applying, annexing or using in connection with the importation, manufacture,
15 distribution, advertising, sale and/or offer for sale or other use of any goods or services,
16 a false description or representation, including words or other symbols, tending to
17 falsely describe or represent such goods as being those of Adobe;
- 18 6) Otherwise competing unfairly with Adobe in any manner;
- 19 7) Destroying or otherwise disposing of
 - 20 a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - 21 b. Any other products which picture, reproduce, copy or use the
22 likenesses of or bear a substantial similarity to any of Adobe's Intellectual
23 Properties;
 - 24 c. Any labels, packages, wrappers, containers or any other unauthorized
25 promotion or advertising material item which reproduces, copies, counterfeits,
26 imitates or bears any of Adobe's Intellectual Properties;
 - 27 d. Any molds, screens, patterns, plates, negatives or other elements
28 used for making or manufacturing products bearing Adobe's Intellectual
 Properties;
 - e. Any sales and supply or customer journals, ledgers, invoices,
 purchase orders, inventory control documents, bank records, catalogs and all

other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making or manufacturing Unauthorized Software Product or unauthorized product which reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual Properties, or any part thereof.

C. That those Defendants infringing upon Adobe's Intellectual Properties be required to pay actual damages increased to the maximum extent permitted by law and/or statutory damages at Adobe's election;

D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

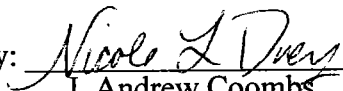
E. That Defendants account for and pay over to Adobe all damages sustained by Adobe and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that those profits be increased as provided by law;

F. That Adobe recovers from Defendants its costs of this action and reasonable attorneys' fees; and

G. That Adobe has all other and further relief as the Court may deem just and proper under the circumstances.

Dated: May 8, 2008

J. Andrew Coombs, A Professional Corp.

By: 
J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiff Adobe Systems Incorporated

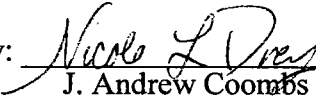
DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: May 8, 2008

J. Andrew Coombs, A Professional Corp.

By:



J. Andrew Coombs

Nicole L. Drey

Attorneys for Plaintiff Adobe Systems Incorporated

EXHIBIT A
Copyright Registrations

<u>Title of Work</u>	<u>Copyright Registration No.</u>
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
<u>Acrobat Capture 1.0.</u>	TX0004559023
Acrobat Capture 2.0.	TX0004509574
<u>Acrobat Capture 2.0.</u>	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
<u>Acrobat Catalog for Windows.</u>	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
<u>Acrobat Distiller 2.1 for Macintosh.</u>	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
<u>Acrobat Distiller 2.1 for Microsoft Windows.</u>	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
<u>Acrobat Distiller for Microsoft Windows.</u>	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
<u>Acrobat Exchange 2.0 for Macintosh.</u>	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
<u>Acrobat Exchange 2.1 for Macintosh.</u>	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
<u>Acrobat Exchange 2.1 for UNIX.</u>	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
<u>Acrobat Exchange and Acrobat Reader for Macintosh.</u>	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
<u>Acrobat Exchange and Acrobat Reader for Windows.</u>	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
<u>Acrobat Reader 2.0 for Windows.</u>	TX0003893506
Acrobat Reader 3.0.	TX0004509573
<u>Acrobat Reader 3.0.</u>	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
<u>Acrobat Search for Windows.</u>	TX0003978856
Acrobat.	TX0001644799
<u>Adobe Accelio Capture Advanced Client 4.0 for Windows.</u>	TX0005553357
<u>Adobe Accelio Integrate Suite 6.0 for Windows.</u>	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
<u>Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.</u>	TX0004583920
<u>Adobe Acrobat 4.0.</u>	TX0004961793
<u>Adobe Acrobat 5.0 for Macintosh.</u>	TX0005545266
<u>Adobe Acrobat 5.0 for Windows.</u>	TX0005545265
<u>Adobe Acrobat 5.0 Getting Started Guide.</u>	TX0005545267
<u>Adobe Acrobat 6.0 for Macintosh.</u>	TX0005748744
<u>Adobe Acrobat 6.0 for Windows.</u>	TX0005748745
<u>Adobe Acrobat 7.0 Standard for Macintosh.</u>	TX0006045087
<u>Adobe Acrobat 7.0 Standard for Windows.</u>	TX0006045086
<u>Adobe Acrobat 8 Professional for Macintosh.</u>	TX0006390830
<u>Adobe Acrobat 8 Professional for Windows.</u>	TX0006390827

1	<u>Adobe Acrobat 8 Standard for Macintosh.</u>	TX0006390829
2	<u>Adobe Acrobat 8 Standard for Windows.</u>	TX0006390828
	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
3	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
	<u>Adobe Acrobat Approval 5.0 for Windows.</u>	TX0005436556
4	<u>Adobe Acrobat Capture 3.0 source code.</u>	TX0005199559
	<u>Adobe Acrobat Connect 1.0 for Macintosh.</u>	TX0006390834
5	<u>Adobe Acrobat Connect 1.0 for Windows.</u>	TX0006390835
	<u>Adobe Acrobat Distiller Server 5.0.5.</u>	TX0005758527
6	<u>Adobe Acrobat Distiller Server 6.0 for UNIX.</u>	TX0005847807
	<u>Adobe Acrobat Distiller Server 6.0 for Windows.</u>	TX0005847832
7	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335249
8	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335250
	<u>Adobe Acrobat Elements 1.0 for Windows.</u>	TX0005611299
9	<u>Adobe Acrobat Elements 6.0 for Windows.</u>	TX0005780821
	<u>Adobe Acrobat Elements Server 6.0 for Windows.</u>	TX0005848340
10	<u>Adobe Acrobat Fill in 4.0.</u>	TX0004241942
	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
11	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
	<u>Adobe Acrobat Messenger 1.0.</u>	TX0005241268
12	<u>Adobe Acrobat Reader 5.0 for Macintosh.</u>	TX0005412874
	<u>Adobe Acrobat Reader 5.0 for Windows.</u>	TX0005412875
13	<u>Adobe Acrobat Reader 5.0.5 for AIX.</u>	TX0005605114
14	<u>Adobe Acrobat Reader 5.0.5 for HP-UX.</u>	TX0005605113
	<u>Adobe Acrobat Reader 5.0.5 for Solaris.</u>	TX0005617024
15	<u>Adobe Acrobat Reader 5.05 for Linux.</u>	TX0005617021
	<u>Adobe Acrobat Reader 5.1 for Macintosh.</u>	TX0005620676
16	<u>Adobe Acrobat Reader 5.1 for Windows.</u>	TX0005620677
	<u>Adobe Acrobat Reader for Palm OS 1.0 for Windows.</u>	TX0005422793
17	<u>Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)</u>	TX0005617023
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Windows)</u>	TX0005617022
18	<u>Adobe Acrobat Reader for Palm OS Beta Windows.</u>	TX0005422794
19	<u>Adobe Acrobat Reader for Pocket PC : Version 1.0.</u>	TX0005489269
	<u>Adobe ActiveShare 1.0.</u>	TX0005086423
20	<u>Adobe ActiveShare 1.5 for Windows.</u>	TX0005267528
	<u>Adobe After Effects : 7.0 Professional for Windows.</u>	TX0006277334
21	<u>Adobe After Effects : Version 5.0 for Macintosh.</u>	TX0005392887
	<u>Adobe After Effects : Version 5.0 for Windows.</u>	TX0005438054
22	<u>Adobe After Effects : Version 5.5 for Macintosh.</u>	TX0005493399
	<u>Adobe After Effects : Version 5.5 for Windows.</u>	TX0005493400
23	<u>Adobe After Effects : Version 6.0 for Macintosh.</u>	TX0005777908
24	<u>Adobe After Effects : Version 6.0 for Windows.</u>	TX0005777907
	<u>Adobe After Effects 3.0 for Macintosh.</u>	TX0004643401
25	<u>Adobe After Effects 4.0 for Macintosh and Windows.</u>	TX0005011464
	<u>Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.</u>	TX0005546626
26	<u>Adobe After Effects 5.5 Plug-in Power Pack for Windows.</u>	TX0005546627
	<u>Adobe After Effects 6.5 for Macintosh.</u>	TX0005934788
27	<u>Adobe After Effects 7.0 Standard for Macintosh.</u>	TX0006277333
28	<u>Adobe After Effects 7.0 Standard for Windows.</u>	TX0006277335

1	<u>Adobe After Effects CS3 Professional for Windows and Macintosh.</u>	TX0006457851
2	<u>Adobe After Effects Production Bundle : Version 5.5 for Macintosh.</u>	TX0005493398
	<u>Adobe After Effects Production Bundle : Version 5.5 for Windows.</u>	TX0005493401
3	<u>Adobe After Effects Production Bundle 5.0 for Macintosh.</u>	TX0005392886
	<u>Adobe After Effects Production Bundle 5.0 for Windows.</u>	TX0005392888
4	<u>Adobe After Effects Version 6.5 for Windows.</u>	TX0005934787
	<u>Adobe AlterCast 1.5 for Solaris.</u>	TX0005520581
5	<u>Adobe AlterCast 1.5 for Windows.</u>	TX0005520583
	<u>Adobe Atmosphere : Version 1.0 Public Beta.</u>	TX0005401513
6	<u>Adobe Atmosphere 1.0 for Windows.</u>	TX0005780857
	<u>Adobe Atmosphere Player 1.0 for Windows.</u>	TX0005748760
7	<u>Adobe Audition 1.0 for Windows.</u>	TX0005777207
	<u>Adobe Audition 1.5 for Windows.</u>	TX0005932189
8	<u>Adobe Audition 2.0 for Windows.</u>	TX0006277359
	<u>Adobe Audition 3.0 for Windows.</u>	TX0006816095
9	<u>Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.</u>	TX0005936309
10	<u>Adobe Captivate 2 for Windows.</u>	TX0006390833
	<u>Adobe Carlson Regular.</u>	TX0003374876
11	<u>Adobe Caslon Alternate Bold Italic : Version 001.000.</u>	TX0003501138
	<u>Adobe Caslon Alternate Bold.</u>	TX0003501547
12	<u>Adobe Caslon Alternate Italic : Version 001.000.</u>	TX0003501139
	<u>Adobe Creative Suite 2 Premium for Macintosh.</u>	TX0006131248
13	<u>Adobe Creative Suite 2 Premium for Windows.</u>	TX0006131245
	<u>Adobe Creative Suite 2 Standard for Macintosh.</u>	TX0006131247
14	<u>Adobe Creative Suite 2 Standard for Windows.</u>	TX0006131246
	<u>Adobe Creative Suite for Macintosh.</u>	TX0005844481
15	<u>Adobe Creative Suite for Windows.</u>	TX0005844480
16	<u>Adobe Dreamweaver CS3 Professional for Windows and Macintosh</u>	TX0006534561
	<u>Adobe Exchange 2.0 for Windows.</u>	TX0003961129
17	<u>Adobe Extension Manager CS3 for Windows and Macintosh.</u>	TX0006531581
	<u>Adobe Fireworks CS3 for Windows and Macintosh.</u>	TX0006531654
18	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
19	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
20	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
21	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Solaris.</u>	TX0006457897
22	<u>Adobe Illustrator : Version 5.0.1 (Mac).</u>	TX0003846115
	<u>Adobe Illustrator : Version 5.5 (Mac).</u>	TX0003846114
23	<u>Adobe Illustrator : Version 6.0 Macintosh.</u>	TX0004240043
	<u>Adobe Illustrator 10 for Macintosh.</u>	TX0005446858
24	<u>Adobe Illustrator 10 for Windows.</u>	TX0005446857
	<u>Adobe Illustrator 3.0.</u>	TX0003000202
25	<u>Adobe Illustrator 8.0 for Macintosh and Windows.</u>	TX0004953097
26	<u>Adobe Illustrator 9.0 for Macintosh and Windows.</u>	TX0005159819
	<u>Adobe Illustrator CS for Macintosh.</u>	TX0005780817
27	<u>Adobe Illustrator CS for Windows.</u>	TX0005780806
28	<u>Adobe Illustrator CS3 for Windows and Macintosh.</u>	TX0006531603

1	<u>Adobe Illustrator.</u>	
2	<u>Adobe PageMaker 6.0 for Macintosh, Power Macintosh.</u>	TX0003380406
3	<u>Adobe PageMaker 6.5 Macintosh.</u>	TX0004093314
4	<u>Adobe PageMaker 7.0 for Macintosh.</u>	TX0004524555
5	<u>Adobe PageMaker 7.0 for Windows.</u>	TX0005409447
6	<u>Adobe Pagemaker Plug-in Pack for Macintosh.</u>	TX0005409446
7	<u>Adobe Pagemaker Plug-in Pack for Windows.</u>	TX0005847834
8	<u>Adobe Photoshop : 5.5.</u>	TX0005847833
9	<u>Adobe Photoshop 6.0.</u>	TX0005213806
10	<u>Adobe Photoshop 7.0 for Macintosh.</u>	TX0005196369
11	<u>Adobe Photoshop 7.0 for Windows.</u>	TX0005562147
12	<u>Adobe Photoshop Album 2.0 for Windows.</u>	TX0005562148
13	<u>Adobe Photoshop CS for Macintosh.</u>	TX0005780785
14	<u>Adobe Photoshop CS for Windows.</u>	TX0005780846
15	<u>Adobe Photoshop CS2 for Macintosh.</u>	TX0005780847
16	<u>Adobe Photoshop CS2 Official JavaScript Reference</u>	TX0006131272
17	<u>Adobe Photoshop CS3 for Windows and Macintosh.</u>	TX0006273756
18	<u>Adobe Photoshop Elements : 4.0 for Macintosh.</u>	TX0006528611
19	<u>Adobe Photoshop Elements 1.0 for Macintosh and Windows.</u>	TX0006277687
20	<u>Adobe Photoshop Elements 2.0 for Macintosh.</u>	TX0005329106
21	<u>Adobe Photoshop Elements 2.0 for Windows.</u>	TX0005592639
22	<u>Adobe Photoshop Elements 4.0 for Windows.</u>	TX0005592638
23	<u>Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.</u>	TX0006139024
24	<u>Adobe Photoshop Macintosh.</u>	TX0006526701
25	<u>Adobe Photoshop Version 3.0 Mac.</u>	TX0003551958
26	<u>Adobe Photoshop Version 3.0 Windows.</u>	TX0003971820
27	<u>Adobe Photoshop Version 5.0 Macintosh and Windows.</u>	TX0003616850
28	<u>Adobe Photoshop Windows.</u>	TX0004856009
	<u>Adobe Photoshop.</u>	TX0003596143
	<u>Adobe Photoshop.</u>	TX0004068613
	<u>Adobe Photoshop.</u>	TX0003120306
	<u>Adobetyp Manager Deluxe 4.6 User Guide : Macintosh.</u>	TX0002897138
	<u>Adope PhotoDeluxe, V1.0.</u>	TX0005176752
	<u>Adope Photoshop : Version 4.0 : Macintosh and Windows.</u>	TX0004809739
	<u>Authorware 7.0</u>	TX0004571653
	<u>Contribute 4 (Mac)</u>	TX0005800627
	<u>Designer 6.0 (Win)</u>	TX0006471404
	<u>Encore DVD 2.0</u>	TX0005932242
	<u>Font Folio 9.0 (Mac)</u>	TX0006277348
	<u>Font Folio Open Type</u>	TX0005401449
	<u>Form Manager 6.0</u>	TX0005845931
	<u>Framemaker 7.0 (Mac)</u>	TX0006042527
	<u>Framemaker 7.0 (Win)</u>	TX0005596921
	<u>FreeHand MX (Mac)</u>	TX0005596919
	<u>GoLive CS2 (Mac)</u>	TX0005746988
	<u>GoLive CS2 (Win)</u>	TX0006131268
	<u>Illustrator CS2 (Mac)</u>	TX0006131269
	<u>Illustrator CS2 (Win)</u>	TX0006131282
	<u>InCopy CS (Mac)</u>	TX0006131283
		TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
	Macromedia Fireworks MX 2004	TX0005839595
	Macromedia Flash Lite 2.0	TX0006288632
	Macromedia Flash Media Server 2	TX0006335779
	Macromedia Flash MX 2004 Pro	TX0005852657
	Macromedia Flash MX 2004 Pro	TX0005944534
	Macromedia RoboHelp HTML X5	TX0005944535

1	InCopy CS (Win)	TX0005780858
	InDesign CS2 (Mac)	TX0006139165
2	Macintosh Distiller.	TX0003893508
	Macintosh PDF Writer.	TX0003893509
3	Macintosh Reader.	TX0003893511
	Macromedia ColdFusion MX 7	TX0006201577
4	Macromedia Dreamweaver MX 2004	TX0005852659
	Macromedia Fireworks MX 2004	TX0005839595
5	Macromedia Flash Lite 2.0	TX0006288632
	Macromedia Flash Media Server 2	TX0006335779
6	Macromedia Flash MX 2004 Pro	TX0005852657
	Macromedia RoboHelp HTML X5	TX0005944534
7	Macromedia RoboHelp X5	TX0005944535
8	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
9	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
10	PhotoDeluxe 2.0 (Mac)	TX0004771678
11	PhotoDeluxe 2.0 (Win)	TX0004617316
	Photoshop CS2 (Win)	TX0006131279
12	Photoshop Elements 5.0	TX0006389641
	Premiere 7.0	TX0005777909
13	Premiere Elements 3.0	TX0006389647
	Premiere Pro 1.5	TX0005931988
14	Premiere Pro 2.0	TX0006275628
	Production Studio 1.0	TX0006277349
15	Shockwave for Director 5.0.	TX0004700912
16	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated

1	1463458	POSTSCRIPT	Adobe Systems Incorporated
2	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
3	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
4	2852245	FLASH	Adobe Systems Incorporated
5	2855434	FLASH	Adobe Systems Incorporated
6	2060488	ILLUSTRATOR	Adobe Systems Incorporated
7	2068523	ACROBAT	Adobe Systems Incorporated
8	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
9	1901566	SHOCKWAVE	Adobe Systems Incorporated
10	2294926	DREAMWEAVER	Adobe Systems Incorporated
11	2091087	PAGEMAKER	Adobe Systems Incorporated

JS 44 (Rev. 12/07) (and rev 1-16-08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS

Adobe Systems Incorporated

DEFENDANTS

Guy Vinette, Matthew Sanchez and Does 1 – 10, inclusive

(b) County of Residence of First Listed Plaintiff **FILED**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

J. Andrew Coombs, A.P.C.
517 E. Wilson Ave., Suite 202
Glendale, CA 91206
Telephone: (818) 500-3200

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

ADR**C08****02430****JCS****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury—Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 630 Liquor Laws	PROPERTY RIGHTS	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input checked="" type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other		<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	SOCIAL SECURITY	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability		PRISONER PETITIONS	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Security Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
		Habeas Corpus:	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS	<input type="checkbox"/> 530 General	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	FEDERAL TAX SUITS	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 555 Prison Condition	IMMIGRATION		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment		<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other		<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		
	<input type="checkbox"/> 440 Other Civil Rights		<input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Copyright Infringement §§ 101, et seq.

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$**

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND ☒ SAN JOSE

DATE

5/8/08

SIGNATURE OF ATTORNEY OF RECORD

*Nick L. Viny***COPY**